

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

## NORTHWEST ADMINISTRATORS, INC.,

**Plaintiff,**

v.  
CHENEGA FACILITIES MANAGEMENT,  
LLC, an Alaska limited liability company,

Defendant.

No.

**COMPLAINT TO COLLECT  
TRUST FUNDS**

1

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

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The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, to provide retirement benefits to eligible participants.

1  
III.

2  
This Court has jurisdiction over the subject matter of this action under Section  
3 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"),  
4 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C.  
5 §185(a).

6  
IV.

7  
Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.  
8 §1132(e)(2), because the plaintiff trust fund is administered in this District.  
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10  
V.

11  
Defendant is an Alaska limited liability company.

12  
VI.

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Defendant is bound to a collective bargaining agreement with Local 166 of the  
14 International Brotherhood of Teamsters (hereinafter "Local"), under which the  
15 Defendant is required to promptly and fully report for and pay monthly contributions  
16 to the Trust at specific rates for each hour of compensation (including vacations,  
17 holidays, overtime and sick leave) the Defendant pays to its employees who are  
18 members of the bargaining unit represented by the Local. Such bargaining unit  
19 members are any of the Defendant's part-time or full-time employees who perform  
20 any work task covered by the Defendant's collective bargaining agreements with the  
21 Local, whether or not those employees ever actually join the Local.  
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1  
VII.

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Defendant accepted the Plaintiff's Trust Agreement and Declaration and  
3 agreed to pay liquidated damages equal to twenty percent (20%) of all delinquent  
4 and delinquently paid contributions due to the Trust, together with interest accruing  
5 upon such delinquent contributions at varying annual rates from the first day of  
6 delinquency until fully paid, as well as attorney's fees and costs the Trust incurs in  
7 connection with the Defendant's unpaid obligations.  
8

9  
VIII.

10  
**For Account No. 217141:** Since the first day of April 2018, Defendant has  
11 failed to promptly report for and pay to the Plaintiff Trust all amounts due as  
12 described above, and only Defendant's records contain the detailed information  
13 necessary to an accurate determination of the extent of the Defendant's unpaid  
14 obligations to the Trust.  
15

16  
**For Account No. 217142:** Since the first day of May 2017, Defendant has  
17 failed to promptly report for and pay to the Plaintiff Trust all amounts due as  
18 described above, and only Defendant's records contain the detailed information  
19 necessary to an accurate determination of the extent of the Defendant's unpaid  
20 obligations to the Trust.  
21

WHEREFORE, the Plaintiff prays to the Court as follows:  
22

23  
1. That Defendant be compelled to render a monthly accounting to the  
Plaintiff's attorneys and set forth in it the names and respective social security  
24 numbers of each of the Defendant's employees who are members of the bargaining  
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unit represented by the Local, together with the total monthly hours for which the Defendant compensated each of them, for Account No. 217141 for the employment period beginning April 2018 to the date of service of this Complaint to collect Trust Funds, and for whatever amounts may thereafter accrue and for Account No. 217142 for the employment period beginning May 2017 to the date of service of this Complaint to collect Trust Funds, and for whatever amounts may thereafter accrue;

2. That it be granted judgment against Defendant for:

- a. All delinquent contributions due to the Trust;
  - b. All liquidated damages and pre-judgment interest due to the Trust;
  - c. All attorney's fees and costs incurred by the Trust in connection with the Defendant's unpaid obligation; and
  - d. Such other and further relief as the Court may deem just and equitable.

Respectfully submitted,

REID, McCARTHY, BALLEW & LEAHY,  
L.L.P.

DATED this 11th day of  
July 2018

Russell J. Reid, WABA #2560  
Attorney for Plaintiff

## **Complaint to Collect Funds - 4**

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